

NON-EXCLUSIVE LICENCE TO PUBLISH AND REPRODUCE

Name of Applicant _____

Address _____ Telephone: _____

_____ Email _____

Name of Publisher (if different to Applicant) _____

_____ Telephone: _____

Details of the Work of Art (specify name of artist and title of work)

I/We apply for permission to reproduce the following work/s from the collection of the Art Gallery of South Australia

1 _____

2 _____

3 _____

4 _____

5 _____

Publication Specifications

Full title of proposed publication _____

Author/ Editor's name _____

Estimated retail price _____

Quantity _____

Anticipated date of publication _____

Distribution (Australia or Worldwide) _____

Type of Publication (please specify the type of publication)

Educational (eg book, catalogue, display, other) _____

Commercial (eg book, calendar, greeting card, poster, other) _____

Film, Video, CD _____

Use of Image (please tick) In text, whole image In text, detail Cover or dust jacket Other (specify)**Type of photographic material required (please tick)** High-res digital file OR 5x4 colour transparency Black & white photograph Laser print (for research purposes only)**Execution**

I/We have read and agree to abide by this licence agreement which governs the reproduction of works of art in the Art Gallery of South Australia's collection

Applicant's signature _____ Date: _____

Permission to reproduce the material listed above is hereby granted by the Art Gallery of South Australia

Publications Officer: Image Sales _____ Date: _____

This is an Image Reproduction Licence between the Art Gallery Board of South Australia acting on behalf of the Art Gallery of South Australia (the "Board") and of the party (applicant) named on the reverse of this form, by which the parties agree as follows:

1. Licence

Subject to the terms of the Agreement the Board gives the Licensee a non exclusive limited licence to reproduce and distribute the image ("Image") described in the Application form annexed to and forming part of this agreement ("Application").

2. Original Material of Image

- 2.1 The Board will deliver photographic material of the Image (the "Material") (as described in the Application) suitable for reproduction to the Licensee on the date both parties sign this Agreement.
- 2.2 The Material remains the property of the Board. The Licensee will promptly return the Material to the Board at the Licensee's expense after using it for reproduction or at the expiry or termination of this Agreement whichever event occurs first.
- 2.3 The Licensee is responsible for safekeeping of the Material while in its possession and during its return to the Board.

3. Term

The Term of this Agreement commences on the date of the signing of this Agreement by both parties and expires on [completion date] unless terminated earlier in accordance with this Agreement.

4. Payment

- 4.1 The Licensee will pay the Board the quoted fee for Material hire due on the date of signing this Agreement which fee is payable whether the image is reproduced or not.
- 4.2 The hire period is 24 weeks from the date of receipt by the Licensee of the Material.
- 4.3 If the Material is held beyond the hire period, and additional fee of \$20 per month per item of Material will be charged.
- 4.4 The Licensee is liable for the full replacement cost (\$120) of any Material which is deemed damaged or lost.

5. Termination

- 5.1 This Agreement may be terminated by the Board:
 - 5.1.1 immediately by written notice to the Licensee:
 - (a) if the Licensee is more than 60 days late in making any payment under clause 4; or
 - (b) if the Licensee breaches any of the terms and conditions in clause 10 or any other part of this Agreement; or 5.1.2 for any other reason by giving 3 months written notice to the Licensee
 - 5.2 The Licensee may terminate this Agreement on giving 3 months written notice to the Board provided it has not used the Material.
 - 5.3 In any instance of termination under this Agreement the Board is not liable to repay the fee.
 - 5.4 On termination or expiry of this Agreement all rights in the Image revert to the Board.

6. Notices

- 6.1 Any notice given under this Agreement must be in writing and signed on behalf of the sender addressed to the recipient and delivered, sent by pre-paid mail or transmitted by facsimile to the recipient's address.
- 6.2 A notice given to a person in accordance with this clause is treated as having been given and received:
 - 6.2.1 on the day of delivery if delivered before 5 pm on a business day, otherwise on the next business day;
 - 6.2.2 if sent by pre-paid mail, on the third business day after posting; or
 - 6.2.3 if transmitted by facsimile and a correct and complete transmission report is received on the day of transmission: on that day if the report states that transmission was completed before 5 pm on a business day, otherwise on the next business day.
- 6.3 The address and facsimile number of a person are those set out below that person's name in the Application.
- 6.4 A party may from time to time notify its address or facsimile number by written notice to the other party.

7. Agreement and Amendment

This Agreement constitutes the entire Agreement between the parties and supersedes any previous agreement between them and may only be amended in writing signed by the parties.

8. Waiver

- 8.1 Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the party waiving its rights.
- 8.2 A waiver by either party in respect of a breach of a provision of this Agreement by the other party is not a waiver in respect of any other breach of that or any other provision.
- 8.3 The failure of either party to enforce at any time any of the provisions of this Agreement must not be interpreted as a waiver of such provision.

9. Governing Law

This Agreement will be construed in accordance with the laws of the State of South Australia and the parties agree to submit to the jurisdictions of the courts of that State.

10. Terms and Conditions of Licence

- The Licensee may only reproduce the Image in accordance with the following terms and conditions.
- 10.1 Where the Board does not own copyright in the Image in accordance with Australian law, the Board will notify the Licensee. Where copyright is claimed by a third party the Licensee must provide written proof of authorisation to reproduce and publish the Image from the prime copyright owner. The Board will assist (if possible) supplying the Licensee with any details of the prime copyright owner.
 - 10.2 When all copyright is held by the Board, the licence to reproduce and publish will automatically accompany the Board's permission to reproduce. The Board reserves the right to charge a fee for this licence, in addition to the fee charged for the Material supplied.
 - 10.3 All reproductions of the Board's collection must be from photographic material supplied by the Board. The use of published images taken from other publications is prohibited.
 - 10.4 The Material must not be cropped, overprinted, altered or defaced without the prior written approval of the Board. Applications to reproduce the Material with alterations will be considered if the Licensee presents a realistic sketch or mock up of the proposed alteration.
 - 10.5 Where the image is to be used for book covers and commercial products separate approval must be obtained. Such proposals will be considered when accompanied with a realistic mock-up.
 - 10.6 No manipulation or overlaying of text will be allowed in respect of digital publications. In addition, reproductions must have a unique "watermark" which will render any further reproduction unprintable. Alternatively, if a watermark is not possible then the image must not be scanned to larger than 72dpi and no greater in size of 512 x 768 pixels.
 - 10.7 The Board reserves the right to refuse to supply material or to withdraw approval, where the context of the reproduction is deemed to be unsuitable or contrary to the Board's interests.
 - 10.8 Before publication, both the colour proof prepared by the Licensee and the Material must be returned to the Board for checking against the original image. Sufficient time must be allowed for this essential service. In the case of digital publications, the alpha copy must be submitted before publication, in either Windows or Mac format.
 - 10.9 Where the Board supplies black and white photographs, those photographs become property of the Licensee and do not need to be returned. However, all rights relating to these photographs remain with the Board.
 - 10.10 The Licensee will publish the correct caption details as required by the Board in close association with the reproduction of the Image.
 - 10.11 The Licensee may not sub licence or assign its rights under this Agreement.
 - 10.12 Immediately upon publication, two free copies of the issue must be sent to the Publications Department: Image Sales, Art Gallery of South Australia, North Terrace, Adelaide, South Australia 5000.